

## **Exhibit “D”**

18-0015-00  
 ALLEN & FURR INC  
 500 SUN VALLEY DR STE E5  
 ROSWELL GA 30076  
**INVOICE ENCLOSED**

# ***Auto-Owners*** **INSURANCE**

LIFE • HOME • CAR • BUSINESS

PO Box 30660 • Lansing, MI 48909-8160  
 517.323.1200

11-02-2021

OWNERS INSURANCE COMPANY

You can view your policy, pay your bill, or change your paperless options at any time online at [www.auto-owners.com](http://www.auto-owners.com).

## **ADDITIONAL WAYS TO PAY YOUR BILL**

Pay Online <a href="http://www.auto-owners.com">www.auto-owners.com</a>	Pay by Mail AUTO-OWNERS INSURANCE PO BOX 740312 CINCINNATI, OH 45274-0312
Pay My Bill	
Pay by Phone 1-800-288-8740	

VICTOR VAZEMILLER  
 YELENA VAZEMILLER  
 1310 SETTLES RD  
 SUWANEE GA 30024-1422

Below is your renewal invoice. You may submit your payment with this invoice. Any recent activity, including this renewal, will be reflected on your next invoice, which will be mailed from Lansing, Michigan on November 28, 2021.

Your agency's phone number is (800) 940-0246.

**See reverse side of this page for important information.**

Detach here and mail with your payment in the envelope provided. No staples please.

***Auto-Owners***  
**INSURANCE**

## **Renewal Invoice**

Billing Account 013591066

11-02-2021

BILLING PLAN	POLICY NUMBER	POLICY PREMIUM	DUE DATE	MINIMUM DUE
FULL PAY	47-273-803-03		12-18-2021	

18-0015-00  
 ALLEN & FURR INC  
 500 SUN VALLEY DR STE E5  
 ROSWELL GA 30076

**PLEASE DO NOT SEND CASH**

**MAKE CHECKS PAYABLE TO  
 AUTO-OWNERS INSURANCE**

VICTOR VAZEMILLER  
 YELENA VAZEMILLER  
 1310 SETTLES RD  
 SUWANEE GA 30024-1422

AUTO-OWNERS INSURANCE  
 PO BOX 740312  
 CINCINNATI, OH 45274-0312

170000135910660000000000000000002190000000219009

**AN IMPORTANT MESSAGE FOR YOU**

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

**BILLING INFORMATION**

- Payment of your premium by check, to Auto-Owners Insurance or your agency, authorizes us to process your payment electronically. Funds may be withdrawn from your account as soon as the same day we receive your payment.
- A fee of up to \$15.00 may be charged if a cancellation bill is issued (except IL, IA, MI, & VA).
- IL, IA, MI, & VA only - A fee of \$15.00 is charged if a cancellation bill is issued and your insurance is continued or reinstated. No fee is charged if your insurance is cancelled and not reinstated.
- A fee of up to \$25.00 may be charged for returned items. Returned items may be represented as an electronic ACH transaction.
- A convenience fee of up to \$8.00 may be charged when making a payment by phone.

## NOTICE OF PRIVACY PRACTICES

### What We Do To Protect Your Privacy

At Auto-Owners Insurance Group\*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

### Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

### Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting [www.auto-owners.com](http://www.auto-owners.com), and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

### The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy).

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to [www.auto-owners.com](http://www.auto-owners.com). The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

### Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

## How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

## Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy) or by contacting us.

## Contact Us

Auto-Owners Insurance Company  
Phone: 844-359-4595 (toll free)  
Email: [privacyrequest@aoins.com](mailto:privacyrequest@aoins.com)

\*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

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59321 (7-00)

**NOTICE**  
**Georgia**

The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

59321 (7-00)

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66171 (11-17)

**NOTICE TO POLICYHOLDER**  
**PERSONAL VEHICLE SHARING PROGRAM EXCLUSION**

Dear Policyholder:

The umbrella coverage provided by this policy is amended by form number 66126 (6-17), Personal Vehicle Sharing Program Exclusion. This change constitutes a reduction in coverage for your personal vehicle when it is involved with a personal vehicle sharing program.

This notice is for informational purposes only.

Please review this new endorsement and your policy carefully. If you have any questions concerning this exclusion, please contact your Auto-Owners Agent.

Thank you.

66171 (11-17)

Page 1 of 1

66182 (3-18)

## **NOTICE OF CHANGE IN POLICY TERMS TRANSPORTATION NETWORK COMPANY EXCLUSION**

Dear Policyholder:

The umbrella coverage provided by this policy is amended to clarify our intent to exclude coverage from the policy when driving for a Transportation Network Company. We do not provide coverage when an automobile is used as a public or livery conveyance for a fee, hired by or rented to others for a fee, or being used when a driver is logged in to a transportation network company's digital network.

This notice is for informational purposes only. Your policy contains specific terms and conditions of coverage.

Please review your policy carefully. If you have questions regarding your policy or this notice, please contact your Auto-Owners Insurance Agency.

Thank you.

66182 (3-18)

Page 1 of 1

66195 (11-18)

## **NOTICE OF REDUCTION IN COVERAGE**

### **NOTICE OF CHANGE IN POLICY TERMS**

Dear Policyholder:

Your renewal policy is enclosed. An endorsement entitled Uninsured, Underinsured, Medical Payments, No-Fault and Personal Injury Protection Coverages Exclusion is attached to clarify that no coverage is provided for personal injury arising out of uninsured motorist, uninsured vehicle, uninsured recreational vehicle, uninsured watercraft, underinsured motorist, underinsured vehicle, underinsured recreational vehicle, underinsured watercraft, automobile medical payments, automobile no-fault, personal injury protection or any other similar law, unless such coverage is specifically described in the Declarations. This change may or may not be a reduction of coverage depending on your legal jurisdiction.

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

If you have questions or concerns regarding this change, please contact your Auto-Owners agency.

Thank you.

66195 (11-18)

Page 1 of 1

## NOTICE OF REDUCTION IN COVERAGE

### NOTICE OF CHANGE IN POLICY TERMS

Dear Policyholder:

Your Umbrella renewal policy is enclosed. Your policy is amended by one or more of the endorsements listed below. These endorsements have been revised to clarify that no coverage is provided for personal injury arising out of uninsured motorist, uninsured vehicle, uninsured recreational vehicle, uninsured watercraft, underinsured motorist, underinsured vehicles, underinsured recreational vehicle, underinsured watercraft, automobile medical payments, automobile no-fault, personal injury protection or any other similar law, unless such coverage is specifically described in the Declarations. This change may or may not be a reduction of coverage depending on your legal jurisdiction.

- Automobile Liability - Following Form
- Bodily Injury for Passengers Following Form Endorsement
- Exclusion of Any Insured's Liability for Personal Injury to Insured's Following Form Following Form Endorsement
- Recreational Vehicles Following Form Endorsement
- Watercraft Liability - Following Form Endorsement
- Waterskiing Following Form Endorsement

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

If you have any questions regarding your policy, or this notice, please contact your Auto-Owners agency.

Thank you.



66197 (12-18)

## **NOTICE OF CHANGE IN POLICY TERMS RETAINED LIMIT AND MAINTENANCE OF UNDERLYING INSURANCE**

Dear Policyholder:

The umbrella coverage provided by this policy is amended to clarify our intent to not provide coverage from the policy when underlying coverage has not been maintained at the required limits or has not been maintained for individual items such as vehicles, additional dwelling locations, watercraft or other individual type items.

This notice is for informational purposes only. Your policy contains specific terms and conditions of coverage.

Please review the endorsement and your policy carefully. If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

Thank you

66197 (12-18)

Page 1 of 1

66199 (12-18)

## **NOTICE OF REDUCTION IN COVERAGE**

### **SEXUAL ABUSE OR MOLESTATION AND PERSONAL INJURY EXCLUSIONS**

Dear Policyholder:

The Umbrella coverage provided by this policy is amended to exclude coverage from the policy for sexual abuse or molestation and for personal injury acts by the policyholder with the knowledge the act would violate the rights of another person. This change constitutes a reduction in coverage.

This notice is for informational purposes only. Your policy contains specific terms and conditions of coverage.

Please review the endorsement and your policy carefully. If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

Thank you.

66199 (12-18)

Page 1 of 1

## NOTICE OF INFORMATION PRACTICES

To assist in determining your eligibility for coverage and to service your policy we may collect personal information about you. Most of this information comes from your application and public records. We may obtain personal information from a consumer report prepared by a consumer reporting agency. This information will pertain to areas such as your driving record and accident history, regular operators of your automobile and their driving records and accident histories, the use of your automobiles, verification of the size, construction, features, and maintenance of your dwelling and other structures to be insured, and your credit history. Consumer reporting agencies may retain a copy of the information and may disclose it to others for whom they perform such services.

### **DISCLOSURE**

Information about you is disclosed to others without your consent only when necessary to conduct our business and then only the minimum required to accomplish our purpose. For example, we must disclose some information about you to persons involved in processing your application and servicing your policy, and to our agents, claims adjusters, and attorneys. We may also share information with a person or organization requiring the information to perform an insurance, business or professional function for us such as data processing. We may provide claim or other information to insurance-support organizations that are established to collect such information to assist in preventing insurance crimes and fraudulent claims. Information about you may also be used by other persons or organizations in conducting scientific research or audits. You will never be individually identified in any report that results from such research and the material we furnish will be returned to us or destroyed when it is no longer needed.

Finally, we may give information to the State Insurance Department in connection with their regulation of our business and to other governmental or law enforcement agencies to protect our legal interests or in case of suspected fraud or illegal activities. Information will also be disclosed if ordered by a subpoena, search warrant or other court order or if otherwise required by federal, state or local law.

### **ACCESS**

You have the right of access to information about you that is contained in our files. You may send a written request to us which reasonably describes the information you wish to review. Your request must also provide your complete name, address, date of birth, and policy number. We must be reasonably able to locate and retrieve the requested information. Within 30 business days from the date your request is received, we shall write you regarding the nature and substance of the information requested. We will identify the persons or organizations to whom we have disclosed information about you within the past two years.

You may see and copy the information or we will send you copies, whichever you prefer. We shall not provide access to information that relates to and was collected in connection with or in reasonable anticipation of a claim or civil or criminal proceeding. If the information you wish to review was provided to us by a consumer reporting agency you will be referred to them for disclosure of that information. We shall provide you with their name, address and telephone number.

### **CORRECTION OF INFORMATION**

If you believe the information we disclose to you is incorrect, you may make a written request that we correct, amend or delete the information. Within 30 business days from the date your request is received, we will correct, amend or delete the information or advise you why we decline to do so. We will advise any person or organization to whom we have disclosed the information and the organization that provided the information of any corrections, amendments or deletions we make.

If we decline to comply with your request, you may file with us a concise statement of what you believe is the correct, relevant or fair information. You may also file a concise statement of the reasons why you disagree with our refusal to cor-

Agency Code 18-0015-00

Policy Number 47-273-803-03

rect, amend or delete information. Your statement will be placed in our file and be part of any future disclosures. We will also provide your statement to any person or organization to whom we have disclosed the information and to the organization that provided the information.

You also have the right to dispute the accuracy or completeness of information disclosed to you by a consumer reporting agency. They will advise you of their procedure for doing so when the disclosure is made to you.

**Owners**

Page 1

26354 (05-94)

Issued 11-02-2021

Policyholder since 2012

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

**UMBRELLA POLICY DECLARATIONS**

AGENCY ALLEN & FURR INC  
18-0015-00 UW MKT TERR 124 (800) 940-0246

Renewal Effective 12-18-2021

INSURED VICTOR VAZEMILLER  
YELENA VAZEMILLER

**POLICY NUMBER 47-273-803-03**

Company Use 80-20-GA-1212

ADDRESS 1310 SETTLES RD  
SUWANEE GA 30024-1422

Company  
Bill**POLICY TERM**

12:01 a.m. to 12:01 a.m.  
12-18-2021 12-18-2022

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

**EXECUTIVE**

SEE SCHEDULE A FOR UNDERLYING LIMITS REQUIRED

**LIMIT OF LIABILITY:** \$ 1,000,000 Each Occurrence**PREMISES LOCATION:** 1310 SETTLES RD SUWANEE GA 30024-1422**RATING INFORMATION:** Territory 022 Forsyth County, GA**FORMS THAT APPLY TO ENTIRE POLICY:**

26029 (05-00)	26083 (05-12)	26334 (11-92)	59154 (02-86)	26265 (05-12)
59176 (11-86)	26331 (09-91)	26043 (02-82)	26474 (09-02)	26666 (10-18)
66006 (05-12)	66126 (06-17)	66152 (12-17)	66080 (08-18)	66202 (02-19)

**BASE UMBRELLA PREMIUM****PREMIUM****ADDITIONAL CHARGES**

Number of Private Passenger Automobiles/  
Motorhomes/Motorcycles (over 1) 3

Watercraft:  
21 FT 2004 CHAPARRAL BOWRIDER 204 HP 45 MPH

Discount(s)

Mature Discount Applies.  
Umbrella/Home Multi-Policy Discount applies.  
Umbrella/Auto Multi-Policy Discount applies.

TOTAL POLICY PREMIUM

TERM

OWNERS INS. CO.

Issued 11-02-2021

AGENCY ALLEN & FURR INC  
18-0015-00 UW MKT TERR 124Company  
Bill**POLICY NUMBER** **47-273-803-03**  
Company Use 80-20-GA-1212

INSURED VICTOR VAZEMILLER

Term 12-18-2021 to 12-18-2022

**SCHEDULE A**  
**(Underlying Insurance Requirements)**

<b>CARRIER CODE</b>	<b>TYPE OF POLICY</b>	<b>YOU HAVE AGREED TO MAINTAIN MINIMUM PRIMARY LIMITS</b>
<b>A)</b>	<b>COMPREHENSIVE PERSONAL LIABILITY</b> Single Limit	\$300,000 ea occ
<b>B)</b>	<b>AUTOMOBILE LIABILITY</b> Auto-Owners Insurance Company and/or affiliate Single Limit	\$300,000 single limit *
<b>E)</b>	<b>WATERCRAFT LIABILITY</b> Single Limit	\$500,000 ea occ

**UNDERLYING CARRIER SCHEDULE**

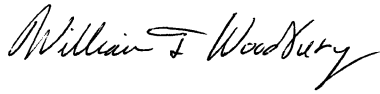
- A) AUTO-OWNERS INSURANCE COMPANY
- B) AUTO-OWNERS INSURANCE COMPANY
- E) AUTO-OWNERS INSURANCE COMPANY

\* Any of the options indicated meet the criteria of minimum underlying automobile limits when the automobile coverage is with an Auto-Owners Insurance Company and/or affiliate

# ***Executive Umbrella Insurance Policy***

***Owners Insurance Company***

In witness whereof, we, the Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.

Handwritten signature of William F. Woodbury in cursive script.

Secretary

Handwritten signature of Michael D. P. L. in cursive script.

President

**A GUIDE TO YOUR POLICY**

INSURING AGREEMENT .....	Page 1
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COVERAGES .....	Page 3
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CONDITIONS .....	Page 4

**INSURING AGREEMENT**

We agree to provide insurance subject to all the terms of this policy. In return, you must pay the premium and comply with all the policy terms.

This policy applies to personal injury and property damage which occur during the policy period as shown in the Declarations. The limits of our liability and the premium are also shown in the Declarations.

**DEFINITIONS**

To understand this policy, you must understand what we mean when we use these words:

**"You" or "your"** means the person named in the Declarations and his or her spouse if living in the same household.

**"We", "us" or "our"** means the Company providing this insurance.

**"Automobile"** means:

(a) a land motor vehicle, trailer or semi-trailer designed for travel on public roads; and

(b) any attached machinery or equipment;

but "automobile" does not mean, except when towed or carried on an automobile, any of the following:

(a) a utility, boat, camp or home trailer;

(b) a recreational vehicle;

(c) a crawler or farm type tractor or farm implement; or

(d) if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads.

**"Business"** means a trade, profession or occupation other than farming.

**"Business Property"** means property:

(a) on which business is conducted;

(b) rented in whole or in part to others; or

(c) held for such rental.

**"Insured"** means you and also:

(a) A relative, except with respect to aircraft or watercraft. However, any use of a nonowned auto, other than a temporary substitute auto, by a relative must be with the reasonable belief that such use is with, and within the scope of, the permission of the owner.

(b) Any person using an automobile or watercraft you own, hire or borrow and any person or firm liable for the use of such vehicle or craft. Any person using an aircraft you own. Actual use must be with the reasonable belief that such use is with, and within the scope of, your permission.

(c) A relative with respect to any aircraft you hire or borrow.



- (d) Any person using an automobile your relative owns, hires or borrows. Actual use must be with the reasonable belief that such use is with, and within the scope of, your relatives permission.
- (e) with respect to animals owned by you or a relative, any person or firm liable for them. We do not cover a person or firm using or having custody of such animals without the owner's permission.

But "insured" does not mean:

- (1) The owner or lessee of any nonowned vehicle or craft you or your relative hires or borrows or an agent or employee of such owner or lessee. We do cover the owner of a temporary substitute auto.
- (2) A person or firm operating or employed by an auto, aircraft or watercraft facility for:
  - (i) sales;
  - (ii) repair;
  - (iii) services; or
  - (iv) storage, parking, docking, landing or takeoff;

with respect to an occurrence arising out of the operation of any of these.

- (3) A person or firm engaged or employed in:
  - (i) the manufacture or sale of aircraft or aircraft parts or accessories; or
  - (ii) the operation of a commercial flying service or school;

with respect to an occurrence arising out of such manufacture, sales or operation.

The insurance applies separately to each insured against whom claim is made or suit is brought. But our limit of liability under this policy is not increased when we cover more than one insured.

**"Personal injury"** means:

- (a) bodily injury, sickness, disease, disability or shock;

- (b) mental anguish or mental injury;
- (c) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution or humiliation; and
- (d) libel, slander, defamation of character or invasion of rights of privacy;

including resulting death, sustained by any person.

**"Property damage"** means injury to or destruction of tangible property. It includes the loss of use of such property.

**"Recreational vehicle"** means:

- (a) a golf cart or snowmobile; or
- (b) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads.

**"Relative"** means:

- (a) your relative; or
- (b) anyone else, under the age of 21, in your care; who resides in your household.

**"Retained limit"** means the greater of:

- (a) the sum of the limits of liability:
  - (1) stated for each policy listed or insurance described in Schedule A; and
  - (2) applying to any other underlying insurance; or
- (b) \$250 with respect to any one occurrence not covered by other insurance.

**"Temporary Substitute Auto"** means an automobile not owned by you or a relative when used as a temporary substitute for an automobile you or a relative own. This applies only while your automobile is withdrawn from normal use because of breakdown, repair, servicing, loss or destruction.

**"Ultimate net loss"** means the amount payable in settlement of losses for which the insured is liable by:

- (a) court judgment; or

(b) compromise with our written consent.

All recoveries and salvage collected will be deducted from this amount.

But "ultimate net loss" does not include:

- (a) loss or legal expenses (such as attorneys' fees and court costs);
- (b) salaries of employees; or
- (c) office expense;

of the insured, us or any underlying insurer.

## COVERAGES

### PERSONAL LIABILITY

We will pay on behalf of the insured the ultimate net loss in excess of the retained limit which the insured becomes legally obligated to pay as damages because of personal injury or property damage which occurs anywhere in the world.

### DEFENSE - SETTLEMENT

With respect to any occurrence:

- (a) not covered by underlying insurance; but
- (b) covered by this policy except for the retained limit;

we will:

- (a) defend any suit against the insured at our expense, using lawyers of our choice. We are not obligated to defend after we have paid an amount equal to the limit of our liability.
- (b) Investigate or settle any claim or suit as we think appropriate.
- (c) Pay, in addition to our limit of liability, the following expenses:
  - (1) All costs we incur in the settlement of any claim or defense of any suit.

- (2) Interest on the entire amount of damages awarded in any suit we defend accruing after judgment is entered and before we have paid, offered to pay, or deposited in court that portion of the judgment which is not more than our limit of liability.
- (3) Premiums on bonds required in any suit we defend. But we will not pay the premium for that portion of a bond which is for an amount that is greater than our limit of liability. We will also pay the cost of bail bonds required because of an accident or traffic law violation involving an auto we insure. We are not obliged to apply for or furnish any of these bonds.
- (4) Loss of earnings up to \$50 a day, but not other income, when we ask you to help us investigate or defend any claim or suit.
- (5) Any other reasonable expenses incurred at our request.

In any country where we are prevented from carrying out this agreement, we will pay any expense incurred with our written consent.

The insured shall promptly reimburse us for any amount of ultimate net loss paid on behalf of the insured within the retained limit.

## EXCLUSIONS

We do not cover:

- (a) Claims under any workers compensation law.
- (b) Property damage to :

- (1) property owned by the insured;
- (2) aircraft rented to, used by or in the care, custody or control of the insured; or

(3) property rented to, occupied or used by or in the care, custody or control of the insured to the extent the insured is under contract to provide insurance.

(c) Personal injury or property damage for which the insured is covered under any Nuclear Energy Liability Policy. This exclusion applies even if the limits of liability of that policy have been exhausted.

(d) Personal injury or property damage expected or intended by the insured.

We do cover assault and battery committed to protect persons or property.

(e) Aircraft:

(1) Operated for hire or reward.

(2) Which you own, or rent for more than 30 days.  
We do cover such aircraft if:

(i) it is covered by insurance listed in Schedule A; or

(ii) you give us notice within 30 days of acquiring it and pay an additional premium.

(f) Watercraft owned by the insured which is:

(1) away from premises owned or controlled by the insured; and

(2) over 25 feet long.

We do cover such watercraft if:

(i) it is covered by insurance listed in Schedule A; or

(ii) you give us notice within 30 days of acquiring it and pay an additional premium.

(g) Personal injury or property damage resulting from:

(1) business pursuits or business property (other than farming or farms); or

(2) rendering or failure to render a professional service.

We do cover such injury or damage:

(1) caused by private passenger automobiles not used:

(a) for public livery;

(b) under lease to others; or

(c) in an automobile sales or repair business of an insured;

(2) to the extent that insurance for such injury, or damage not caused by automobiles is provided by a policy listed in Schedule A; or

(3) resulting from any act or omission by an insured while acting within the scope of his or her duties as an officer or member of the board of directors of a non-profit corporation or organization.

## CONDITIONS

### 1. Limits of Liability

Our liability shall be only for the ultimate net loss in excess of the insured's retained limit. Regardless of the number of insureds, claims made or persons injured, our total liability for all damages resulting from any one occurrence shall not exceed the limit of liability stated in the Declarations.

There is no limit to the number of occurrences during the policy period for which claims may be made.

### 2. Appeals

If the insured or an underlying insurer do not appeal a judgment in excess of the retained limit, we:

- a. may appeal at our own expense; and
- b. shall be liable for the costs, disbursements and interest involved.

Such action shall not increase our limit of liability except as stated in (a) and (b).

### 3. Other Insurance

If other insurance covering a loss also covered by this policy is available to the insured, the insurance afforded by this policy shall be excess of such other insurance. This does not apply with respect to insurance purchased to apply excess of this policy.

### 4. Underlying Insurance

If any underlying insurance is exhausted by any occurrence, we will assume charge of the settlement or defense of any claim against the insured resulting from the same occurrence.

### 5. Maintenance of Underlying Insurance

You must keep each policy described in Schedule A in full effect during the term of this policy. This does not apply with respect to any reduction of aggregate limits due to payment of claims. If you fail to do so, we shall be liable only to the extent we would have been liable had you complied.

When you receive notice that any aggregate limit has been exhausted, you must immediately make all reasonable efforts to reinstate such limits.

You must give us written notice as soon as practicable of:

- (a) any change in the scope of coverage;
- (b) any change in the limits of liability;
- (c) the termination of any coverage; or
- (d) the exhaustion of aggregate limits;

of any policy listed in Schedule A.

### 6. Notice of Occurrence, Claim or Suit

When an occurrence likely to involve us takes place, the insured shall notify us or our agent as soon as practicable.

The notice must give:

- (a) your name and policy number;
- (b) the time, place and circumstances of the occurrence; and
- (c) the names and addresses of injured persons and witnesses.

If claim is made or suit is brought, we must be advised promptly. All papers in connection with claims or suits must be sent to us without delay.

### 7. Assistance and Cooperation

Except as provided in Defense - Settlement Coverage and Underlying Insurance above, we shall not be called upon to assume defense or settlement of any claim or suit. However, we shall have the right and opportunity to associate with the insured in the handling of any claim or suit likely to involve us. In such event there shall be full cooperation between the insured and us.

### 8. Suit Against Us

We may not be sued unless there is full compliance with all the terms of this policy.

We may not be sued under the Personal Liability Coverage until the obligation of an insured to pay is finally determined either by judgment against the person after actual trial or by written agreement of the person, the claimant and us.

No one shall have any right to make us a party to a suit to determine the liability of an insured.

### 9. Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any insured.

### 10. Our Right To Recover Payment

After making payment under this policy, we will have the right to recover to the extent of our payment from anyone held responsible. The in-

sured will do whatever is required to transfer this right to us.

#### 11. **Changes**

This policy contains all the agreements between you and us or any of our agents relating to this insurance. The terms of this policy may not be changed except by endorsement issued by us.

#### 12. **Assignment**

No interest in this policy may be assigned without our written consent. But, if you should die within the policy period, the policy will cover your legal representative.

#### 13. **Cancellation**

You may cancel this policy by returning it to us or by giving us written notice of the future date you wish the cancellation to take effect. We may cancel this policy by mailing or delivering written notice to you at the address shown in the Declara-

tions giving the date cancellation is to be effective.

The date we use must be at least:

- a. 10 days from the date the notice is mailed or delivered if cancelled for nonpayment of premium.
- b. 30 days from the date the notice is mailed or delivered if cancelled for reasons other than nonpayment of premium.

Proof of mailing notice will be proof of notice.

Refund of any premium due will be made as soon as practicable after the date of cancellation. You will be charged premium only for the days you were covered during the policy period.

If the law of your state requires any longer notice period or any special form or procedure for giving notice, we will comply with those requirements.

26043 (2-82)

**PUNITIVE DAMAGES - FOLLOWING FORM ENDORSEMENT**

It is agreed that this policy covers punitive or exemplary damages only to the extent that such coverage is available to the insured under a policy listed in the Schedule of Underlying Insurance Policies. When coverage is afforded under this policy, the reference under Limits of Liability to "all damages" includes punitive or exemplary damages; provided, however, that such damages are included with compensatory damages in the limits expressed in the Declarations and are not to be construed in any event as additional amounts of insurance.

26043 (2-82)

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26083 (5-12)

**BODILY INJURY FOR PASSENGERS  
FOLLOWING FORM ENDORSEMENT**  
Executive Umbrella Policy

It is agreed:

We do not cover bodily injury to passengers while occupying or getting on or off a motorcycle, moped or recreational vehicle which an insured owns, hires or borrows.

We will cover such injury:

- (1) to the extent that insurance is provided by an underlying policy listed in Schedule A except for:
  - a) uninsured motorist coverage, underinsured motorist coverage, medical payments coverage, no-fault coverage, personal injury protection coverage or any other similar coverage, with respect to any automobile; or
  - b) uninsured and underinsured:
    - (i) vehicle coverage; or
    - (ii) recreational vehicle coverageunless this policy is endorsed to provide such coverage; and
- (2) subject to the Maintenance of Underlying Insurance Condition.

All other policy terms and conditions apply.

26083 (5-12)

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26265 (5-12)

**EXCLUSION OF ANY INSURED'S LIABILITY FOR PERSONAL INJURY TO  
INSURED'S FOLLOWING FORM**  
Executive Umbrella Policy

It is agreed:

We do not cover any insured's liability for personal injury to you or a relative.

We will cover an insured's liability for such injury:

- (1) to the extent that insurance is provided by an underlying policy listed in Schedule A except for:
  - a) uninsured motorist coverage, underinsured motorist coverage, medical payments coverage, no-fault coverage, personal injury protection coverage or any other similar coverage, with respect to any automobile; or
  - b) uninsured and underinsured:
    - (i) vehicle coverage
    - (ii) recreational vehicle coverage; or
    - (iii) watercraft coverageunless this policy is endorsed to provide such coverage; and
- (2) subject to the Maintenance of Underlying Insurance Condition.

All other policy terms and conditions apply.

26265 (5-12)

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26331 (9-91)

**POLLUTION LIABILITY**  
(Following Form)

This policy does not apply to:

- a. personal injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release, escape, seepage or migration of pollutants; or
- b. any loss, cost or expense arising out of any:
  - 1) request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - 2) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants;

except to the extent that coverage is provided:

- a. by a policy described in SCHEDULE A (Underlying Insurance Requirements) on the Declarations;
- b. at the stated Limits of Underlying Insurance; and
- c. subject to the Maintenance of Underlying Insurance Condition.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, liquids, gases and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other policy terms and conditions apply.

26331 (9-91)

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**Policy Nonrenewal**  
**Executive Umbrella Policy**

26334 (11-92)

It is agreed:

The following condition applies in addition to those contained in the CONDITIONS section of the policy.

**Nonrenewal**

We will mail to you at the address shown in the Declarations or deliver to you notice of nonrenewal not less than 30 days before the end of the policy period if we decide not to renew or continue this policy. Proof of mailing shall be sufficient proof of notice.

If the law of your state requires any longer notice period or any special form or procedure for giving notice, we will comply with those requirements.

All other policy terms and conditions apply.

26334 (11-92)

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26474 (9-02)

**RELATIVE - AMENDMENT OF DEFINITIONS**  
**Executive Umbrella and Farm Umbrella Policies**

It is agreed:

Under **DEFINITIONS**, "**Relative**" is deleted and replaced by the following:

**"Relative"** means:

- (a) your relative who resides in your household; and
- (b) anyone else, under the age of 21, in your care, who resides in your household.

All other policy terms and conditions apply.

26474 (9-02)

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26666 (10-18)

## AMENDMENT OF RETAINED LIMIT DEFINITION AND MAINTENANCE OF UNDERLYING INSURANCE CONDITION

### Executive Umbrella Policy

It is agreed:

1. **DEFINITIONS** is amended.  
**"Retained limit"** is deleted and replaced by the following definition.  
**"Retained limit"** means:
  - (a) if the loss is covered by underlying insurance, the greater of the:
    - (1) sum of actual underlying insurance limits applicable to the loss; or
    - (2) applicable required minimum primary limits shown in Schedule A.
  - (b) if underlying insurance is maintained, but the loss is not covered by underlying insurance, \$250. However, this amount shall be waived if you:
    - (1) Automobile and Homeowners; or
    - (2) Automobile and Farm policies are written with us or a company affiliated with us.
2. **CONDITIONS** is amended. 5. **Maintenance of Underlying Insurance** is deleted and replaced by the following condition.
  5. **Maintenance of Underlying Insurance**  
 During the terms of this policy, you must maintain underlying insurance, of each type of policy described in Schedule A, with liability

limits equal to or greater than the required minimum primary limits shown in Schedule A. This requirement applies separately to each exposure you have including each vehicle and each dwelling. However, this requirement does not apply with respect to any reduction of aggregate limits caused by payment of claims. If you fail to comply with the requirements of this condition shown above, we shall be liable only to the extent we would have been liable had you complied.

When you receive notice that any aggregate limit has been exhausted, you must immediately make all reasonable efforts to reinstate such limits.

You must give us written notice as soon as practicable of:

- (a) any change in the scope of coverage;
- (b) any change in the limits of liability;
- (c) the termination of any coverage; or
- (d) the exhaustion of aggregate limits of any policy listed in Schedule A.

All other policy terms and conditions apply.

59154 (2-86)

## EXCLUSION OF COMMUNICABLE DISEASE

It is agreed this policy does not apply to any liability for damages resulting from bodily injury due to a communicable disease transmitted by an insured.

59154 (2-86)

Page 1 of 1

59176 (11-86)

## INTEREST RATE ENDORSEMENT

It is agreed:

Any interest which must be paid on a judgment which is awarded to the Insured as a result of his or her suit against the Company will accrue at a rate equal to the rate established at auction for 26 week United States Treasury Bills immediately preceding the date the judgment is entered, however said interest rate shall not exceed 12 percent per year.

59176 (11-86)

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66006 (5-12)

## UNINSURED, UNDERINSURED, MEDICAL PAYMENTS, NO-FAULT AND PERSONAL INJURY PROTECTION COVERAGES EXCLUSION

Executive Umbrella Policy

It is agreed:

Under **EXCLUSIONS**, the following exclusion is added:

We do not cover:

- (a) uninsured motorist coverage, underinsured motorist coverage, medical payments coverage, no-fault coverage, personal injury protection coverage or any other similar coverage, with respect to any automobile; or
- (b) uninsured and underinsured:
  - (1) vehicle coverage;
  - (2) recreational vehicle coverage; or
  - (3) watercraft coverage

unless this policy is endorsed to provide such coverage.

All other policy terms and conditions apply.

66006 (5-12)

Page 1 of 1

## AMENDMENT OF EXCLUSIONS

### Executive Umbrella Policy

It is agreed:

**EXCLUSIONS** is amended.

**1.** The following exclusion is added.

Personal injury or property damage arising out of or related to:

- (1) the actual, alleged or threatened sexual abuse or sexual molestation of any person committed by any person, whether or not with the consent or participation of any insured;
- (2) the failure of:
  - (i) any insured;
  - (ii) member of the household; or
  - (iii) anyone elseto prevent or stop any such actual or threatened sexual abuse or sexual molestation; or
- (3) the negligent:
  - (i) employment;
  - (ii) investigation;
  - (iii) training;
  - (iv) supervision;
  - (v) reporting to the proper authorities, or failure to report; or
  - (vi) retention

of any person whose conduct would be excluded by (1) above.

**2.** (d) is deleted and replaced by the following exclusion.

- (d) (1) (i) bodily injury, sickness, disease, disability or shock;
- (ii) mental anguish or mental injury; or
- (iii) property damage expected or intended by the insured.
- (2) (i) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution or humiliation; or
- (ii) libel, slander, defamation of character or invasion of rights of privacy caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would cause personal injury.

We do cover assault and battery committed to protect persons or property.

All other policy terms and conditions apply.

## **PERSONAL VEHICLE SHARING PROGRAM EXCLUSION**

### **Executive Umbrella Policy**

It is agreed:

A. **DEFINITIONS** is amended.

For purposes of this endorsement only, the following definition is added.

**“Personal vehicle sharing program”** means a legal entity engaged in the business of facilitating the sharing of an automobile by individuals.

B. **EXCLUSIONS** is amended.

The following exclusion is added:

We do not provide personal injury or property damage arising out of the ownership, maintenance or use of your automobile while:

- a. enrolled in an electronic or written personal vehicle sharing program agreement; and
- b. being used in connection with such personal vehicle sharing program.

If you are an individual, this exclusion does not apply to you or any relative while using such automobile.

All other policy terms and conditions apply.

66152 (12-17)

## TRANSPORTATION NETWORK COMPANY EXCLUSION

### Executive Umbrella Policy

It is agreed:

- A. **DEFINITIONS** is amended. The following definitions are added.

**"Digital network"** means any online-enabled application, software, website or system offered or utilized by a transportation network company that enables the prearrangement of rides or delivery services with transportation network company drivers.

**"Transportation network company"** means an entity that uses a digital network to connect transportation network company drivers with customers for the purposes of providing prearranged services of any type for compensation.

- B. **EXCLUSIONS** is amended. The following exclusion is added.

We do not provide personal injury or property damage arising out of the ownership, operation,

maintenance, use, entrustment, loading or unloading of any automobile while:

- (1) used as a public or livery conveyance for a fee;
- (2) hired by or rented to others for a fee;
- (3) available for hire by the public for a fee; or
- (4) being used by a driver who is logged in to a transportation network company's digital network and is involved in an accident with such automobile.

This exclusion (1) - (4) does not apply to:

- (a) car pooling on a share-the-expense basis; or
- (b) the use of any automobile for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received.

All other policy terms and conditions apply.

Georgia  
**POLICY CANCELLATION AND NONRENEWAL**  
Executive Umbrella Policy

It is agreed:

**CONDITIONS** is amended.

1. 13. **Cancellation** is deleted and replaced by the following condition.

13. **Cancellation**

- a. You may cancel this policy by:
  - (1) returning it to us; or
  - (2) notifying us or our authorized agent of the date cancellation is to take effect either:
    - (a) orally;
    - (b) electronically; or
    - (c) in writing.
- b. We may cancel this policy by mailing or delivering written notice stating the reason for cancellation to you at your last address known to us. This notice shall be mailed or delivered at least:
  - (1) 10 days prior to the effective date when the reason for cancellation is nonpayment of premium;
  - (2) 10 days prior to the effective date when the reason for cancellation is for any reason other than nonpayment of premium and this policy has been in effect less than 60 days and is not a renewal; or
  - (3) 45 days prior to the effective date when the reason for cancellation is for any reason other than nonpayment of premium and this policy has been in effect 60 days or more or is a renewal.
- c. Proof of mailing notice will be proof of notice.

- d. Refund of any premium due will be made as soon as practicable after the date of cancellation. You will be charged premium only for the days you were covered during the policy period.
- e. If the law of your state requires any longer notice period or any special form or procedure for giving notice, we will comply with those requirements.
- f. In the event of oral cancellation, we shall, within 10 days provide you, electronically or in writing, confirmation of such requested cancellation.
- g. We may require that you provide written, electronic or other recorded verification of the request for cancellation prior to such cancellation taking effect.

2. The following condition is added.

**Nonrenewal**

We will mail to you at the address shown in the Declarations or deliver to you notice of nonrenewal not less than 45 days before the end of the policy period if we decide not to renew or continue this policy. Proof of mailing shall be sufficient proof of notice.

If the law of your state requires any longer notice period or any special form or procedure for giving notice, we will comply with those requirements.

All other policy terms and conditions apply.